

# EXHIBIT 2



FILED IN DISTRICT COURT  
OKLAHOMA COUNTY  
TIM RHODES  
MAR 11 2016  
COURT CLERK  
31

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA**

TRAVIS B. HOLMAN and, )  
MELISSA B. BEYERS-HOLMAN, )  
 )  
Plaintiffs, )  
vs. )  
 )  
COVENTRY HEALTH & LIFE INSURANCE )  
COMPANY d/b/a CONVENTRYONE, a foreign )  
entity, and GREEN INSURANCE ASSOCIATES, )  
INC, an Oklahoma Corporation, )  
 )  
Defendants. )

Cas. No. CJ-2016-1344

**PETITION**

**COMES NOW**, the Plaintiffs Travis B. Holman and Melissa B. Beyers-Holman, by and through their attorneys of record, James E. Dunn and Scott B. Hawkins of James Dunn & Associates, PLLC, who for their causes of action against the Defendants Coventry Health & Life Insurance Company and Green Insurance Associates, Inc; the Plaintiffs' state as follows:

1. That at all relevant times herein, the Travis B. Holman and Melissa B. Beyers-Holman ("The Holman Family") are all residents of Oklahoma County and the State of Oklahoma;
2. That at all relevant times herein, Coventry Health & Life Insurance Company doing business as CoventryOne ("Defendant Coventry") is a foreign insurance company that does business in Oklahoma County, State of Oklahoma.
3. That at all times relevant herein, the Defendant Green Insurance Associates, Inc. is an Oklahoma Corporation doing business in Oklahoma County and the State of Oklahoma;

4. That during the calendar year of 2012, the Holman Family purchased from Defendant Coventry a health insurance policy to protect the Holman Family from detrimental medical expenses.
5. That Defendant Green Insurance Associates, Inc. was at all times herein the Oklahoma sales agent for Defendant Coventry in regard to the Holman Family's health insurance policy.
6. That at all relevant times herein, the Holman Family had provided Defendant Coventry an Electronic Funds Transfer authorization for Defendant Coventry to automatically withdraw the monthly health insurance premium payments from the Holman Family's bank account each and every month.
7. On November 5, 2013 Defendant Coventry deducted from the Holeman Family's bank account the November premium payment of \$485.68. (Exhibit 1).
8. During November, 2013, the Holman's advised Defendant Green Insurance Associates, Inc. of an upcoming surgery that was scheduled for Melissa B. Byers-Holman and requested a lower deductible and a higher monthly premium payment.
9. The Holman Family specifically authorized Defendant Coventry to continue to use the Monthly Electronic Funds Transfer authorization that Coventry already had on file for the changed deductible and higher premium. (Exhibit 2)
10. On December 6, 2013 Defendant Coventry deducted from the Holman Family bank account a December premium payment of \$593.09. (Exhibit 3).
11. On December 17, 2013 Defendant Green Insurance Associates, Inc. specifically advised Defendant Coventry of Melissa B. Beyers-Holman's surgery that was scheduled the very next day, December 19, 2013. (Exhibit 4).
12. On December 18, 2013, Defendant Green Insurance Associates, Inc. specifically advised Melissa B. Beyers-Holman that "I got confirmation that all has been

fixed/processed on the new deductible plan” confirming that Mrs. Holman’s surgery was covered. (Exhibit 5).

13. On December 18, 2013, after confirming coverage, Mrs. Holman underwent a surgery as previously advised to both Defendants and confirmed coverage by both Defendants.
14. More than thirty days after confirming coverage for the surgery, on January 23, 2014, Defendant Coventry returned the Holman’s December 2013 insurance premium payment by making a direct deposit to the Holman Family’s bank account. (Exhibit 6).
15. On March 13, 2014, Defendant Coventry erroneously advised Mrs. Holman that her coverage was terminated on December 1, 2013 and Mrs. Holman advised Defendant Green Insurance Associates, Inc.. (Exhibit 7).
16. On March 13, 2014, Defendant Green Insurance Associates, Inc. advised Mrs. Holman that Defendant Green Insurance Associates, Inc. specifically advised Defendant Coventry that coverage was to be canceled 1-1-14 not 12-1-13. (Exhibit 7).
17. Fourteen days later, on March 26, 2014, the Holman Family got a Cashier’s Check from the Bank of Oklahoma for \$1,268.00 and forwarded such directly to Defendant Coventry for the December coverage. (Exhibit 8).
18. Defendant Coventry returned the cashier’s check to the Holman family.
19. On April 1, 2014, Defendant Coventry advised the Holman Family that “The reinstatement request was not received in an acceptable time frame from when the draft/payment was returned.” (Exhibit 9).
20. At no time during 2013 was any draft or payment made to Defendant Coventry returned. (Exhibit 10).

21. That Defendant Coventry has “DENIED” the medical charges for the December 2013 surgery that Coventry and Defendant Green Insurance Associates, Inc. specifically advised Mrs. Holman was approved. (Exhibit 11).
22. That due to Coventry’s denial of the December 2013 medical charges, the Plaintiffs’ are receiving collection notices and have been placed in collections by Affiliated Anesthesiologists and Mercy Hospital. (Exhibit 12)
23. That due to Coventry’s denial, the Affiliated Anesthesiologists and Mercy Hospital collection accounts have been placed on Mrs. Holman’s credit report. (Exhibit 13).
24. That the Holman Family specifically incorporates herein the contents of the Exhibits attached hereto.

**Count I: Defendant Coventry’s  
Breach of the Duty of Good Faith and Fair Dealing**

25. The Plaintiffs incorporate by reference all the previous statements made herein.
26. That Defendant Coventry has breached its duty of good faith and fair dealing by:
  - a. Knowingly misrepresenting to claimants pertinent facts relating to the coverage at issue;
  - b. Failing to adopt and implement reasonable standards for prompt investigation of claims arising under the insurance contract;
  - c. Not attempting in good faith to effectuate prompt, fair and equitable settlement of the claims submitted in which liability had become reasonably clear;
  - d. Denying the claims and/or withholding the policy benefits;
  - e. Compelling, without just cause, the Plaintiffs to institute suits to recover amounts due under its insurance policy;
  - f. Failing to assist the Plaintiffs in their time of need.

27. That as a result of Coventry's breach of the duty of good faith and fair dealing, each of the Holman Family members Plaintiff's have sustained:

- a. Financial losses;
- b. Embarrassment;
- c. Loss of reputation;
- d. Mental pain and suffering.

28. That as a result of Coventry's breach of the duty of good faith and fair dealing, The Holman Family has never received the uninsured motorist benefits, has and will continue to incur attorney fees, litigation costs and court costs all in amount in excess of Seventy Five Thousand Dollars \$75,000.00 for each of the Holman Family members which they pray judgment.

29. The allegations and other factual contentions stated herein have evidentiary support or, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.

30. That the Plaintiffs reserve the right to amend and supplement these claims after the competent and through discovery has been conducted by the Plaintiffs.

**WHEREFORE**, the Plaintiffs Travis B. Holman and Melissa B. Beyers-Holman each demands judgment against the Defendant Coventry in a sum in excess of Seventy Five Thousand Dollars (\$75,000.00) each; for all of the general and for all of the specific damages described (\$75,000.00) above; for costs and for such other and further relief as this Court deems just and proper.

**Count II: Defendant Coventry  
Punitive Damages**

31. The Plaintiffs incorporate by reference all the previous statements made herein.

32. That Defendant Coventry's acts and inactions stated herein were willful, wanton, reckless, intentional and made in complete disregard to the rights of each of the Holman Family causing Defendant Coventry to be liable for punitive damages in

an amount in excess of Seventy Five Thousand Dollars (\$75,000.00) for each of the Holman Family members which they pray judgment.

33. The allegations and other factual contentions stated herein have evidentiary support or, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.

34. That the Plaintiffs reserve the right to amend and supplement these claims after the competent and through discovery has been conducted by the Plaintiffs.

**WHEREFORE**, the Plaintiffs Travis B. Holman and Melissa B. Beyers-Holman each demands judgment against the Defendant Coventry in a sum in excess of Seventy Five Thousand Dollars (\$75,000.00) each; for all of the general and for all of the specific damages described (\$75,000.00) above; for costs and for such other and further relief as this Court deems just and proper.

**Count III: Defendant Coventry's  
Breach of the Insurance Contract**

35. The Plaintiffs incorporate by reference all the previous statements made herein.

36. Defendant Coventry had acknowledged coverage for the December 2013 surgery.

37. That the Holman family had requested that such health insurance payments be forwarded.

38. That Defendant Coventry has refused to tender the health insurance which is a breach of the insurance contract.

39. That as a result of Coventry's breach of the insurance contract, The Holman Family has never received the health insurance benefits, has and will continue to incur attorney fees, litigation costs and court costs all in amount in excess of Ten Thousand Dollars \$10,000.00 for each of the Holman Family members which they pray judgment.

40. The allegations and other factual contentions stated herein have evidentiary support or, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.

41. That the Plaintiffs reserve the right to amend and supplement these claims after the competent and through discovery has been conducted by the Plaintiffs.

**WHEREFORE**, the Plaintiffs Travis B. Holman and Melissa B. Beyers-Holman each demands judgment against the Defendant Coventry in a sum in excess of Ten Thousand Dollars, (\$10,000.00) for all of the general and for all of the specific damages described above; for costs and reasonable attorney fees and for such other and further relief as this Court deems just and proper.

**Count IV: Defendant Green Insurance Associates, Inc.  
Negligence-Errors and Omissions**

42. The Plaintiffs incorporate by reference all the previous statements made herein.

43. Defendant Coventry's denial of the Plaintiff's claim is postured upon Coventry's claim that Green Insurance Associates failed to exercise ordinary care, diligence and judgment in the performance of its service undertaken as an agent for Coventry in regard to the Plaintiff's insurance coverage. Therefore, Defendant Green Insurance Associates, Inc. is a necessary party to this litigation.

44. That based upon Defendants' Coventry's postured denial of the claim, the Defendant Green Insurance Associates is liable for failing to exercise the ordinary care, diligence and judgment in the performance of his professional insurance services as an agent of Coventry which cause the Plaintiff to sustain a loss in excess of Twenty-Five Thousand Dollars (\$25,000.00) along with the Plaintiff's attorney fees and costs for which the Plaintiff demands judgment.

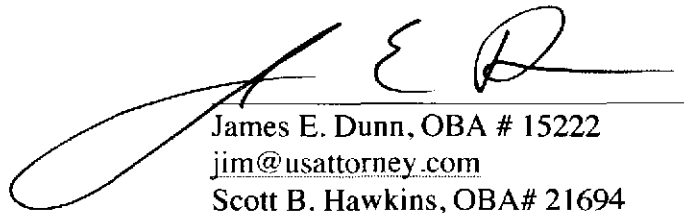


45. The allegations and other factual contentions stated herein have evidentiary support or, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.

46. That the Plaintiffs reserve the right to amend and supplement these claims after the competent and through discovery has been conducted by the Plaintiffs.

**WHEREFORE**, the Plaintiffs Travis B. Holman and Melissa B. Beyers-Holman each demands judgment against the Defendant Green Insurance Associates, Inc. in a sum in excess of Seventy Five Thousand Dollars (\$75,000.00) each; for all of the general and for all of the specific damages described (\$75,000.00) above; for costs and for such other and further relief as this Court deems just and proper.

Respectfully submitted,

A large, stylized handwritten signature in black ink, appearing to read 'J E D', is written over a horizontal line.

James E. Dunn, OBA # 15222

[jim@usattorney.com](mailto:jim@usattorney.com)

Scott B. Hawkins, OBA# 21694

[scott@usattorney.com](mailto:scott@usattorney.com)

**JAMES DUNN & ASSOCIATES, PLLC**

1138 N Robinson Ave

Oklahoma City, OK 73103

(405) 239-1000 telephone

(405) 239-1003 facsimile

**ATTORNEYS FOR PLAINTIFFS**

**ATTORNEY LIEN CLAIMED**

**JURY TRIAL DEMANDED**



A division of BOKF, NA  
PO Box 2300  
Tulsa, OK 74192-0001

Member FDIC

PRIMARY ACCOUNT

Statement Period:  
10-09-13 to 11-08-13

Direct Inquiries To:  
24-Hour ExpressBank  
405-272-2548

TRAVIS B HOLMAN  
M BROOKE HOLMAN  
1717 NW 184TH ST  
EDMOND OK 73012

www.bok.com

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CHOICE CHECKING (cont.)  
WITHDRAWALS

11-05 COVENTRY HEALTH 8778499690 \*\*\*\*\*4796751  
11-05 THE GRADYS CLINIC 8778499690 \*\*\*\*\*4796751

485.68

PLAINTIFF'S  
EXHIBIT

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1  
*Redacted*

**Premium Payment****Initial Premium Payment Option** You must then complete the applicable section regarding your account information.☐ EFT**Ongoing Premium Payment Options** Choose **ONE** payment option for ongoing payment. You must then complete the applicable section regarding your account information.☒ **Monthly EFT** (subject to no administrative fee)**Payroll Deduction Program (PDP) / Employer List Bill (ELB)** This program allows your premium to be deducted directly from your paycheck, post-taxes. Other details apply. To choose this option, you **MUST** submit a separate Payroll Deduction Authorization Form with your Application.☐ **NEW Payroll Deduction Program (PDP) / Employer List Bill (ELB)**☐ **EXISTING Payroll Deduction Program (PDP) Employer List Bill (ELB)**

PDP number: \_\_\_\_\_

PDP name: \_\_\_\_\_

**EFT (Electronic Funds Transfer) Information** Complete this section if you have chosen to pay by EFT. The first month's premium will automatically be withdrawn from the listed bank account upon acceptance. Thereafter, the monthly premiums will be withdrawn automatically on the 5<sup>th</sup> day (or next business day if a weekend or holiday) of the month for which premium is due. The premium amount due is calculated per day, so if the effective date is anything other than the 1<sup>st</sup> of the month, the initial premium will be prorated.☐ Checking Account

Name of account holder

9-digit routing number

Account number

☐ Savings Account

Name of bank / savings institution

Relationship of account holder to Primary Applicant

☐ Self ☐ Spouse ☐ Other

Account holder address

City

State

ZIP

Token

Account number (Last 4 digits)

**Important Note:** CoventryOne is not an employer-sponsored group health plan. If your banking information is from a business account, or you are submitting a check drawn from a business account, you must contact us to complete a CoventryOne Payroll Deduction Authorization Form.

By signing this Premium Payment section, you are agreeing to the following statements:

- You understand that it is your responsibility to immediately notify Coventry Health and Life Insurance Company at 866-364-5663 should your payment or address information change at any time while you continue to hold a CoventryOne policy.
- You understand that if premium payment is returned unpaid, a fee will be assessed in the amount of \$20.00. Failure to remit the first payment could result in rescission back to your effective date.
- You understand that providing this payment information does not guarantee approval or coverage.
- Upon approval and acceptance of this Application, you authorize Coventry Health and Life Insurance Company to initiate an immediate automatic withdrawal and / or a billing cycle of applicable premium payments from your provided account or billing information. If your effective date is entered into the system after the third business day of the month, your first automatic withdrawal may include premium amounts for multiple months.
- I agree this authorization will remain in effect until I provide written notification terminating this service.

Account / Card Holder Signature: UB HolmanDate: 11/15/2013☒ Please use the card already on file with Coventry. We currently have an EFT setup.Primary Applicant Name: Travis Holman  
CHL-ALL-APP-09.11Agent Name: Nicole Green  
7 of 8



A division of BOKF, NA  
PO Box 2300  
Tulsa, OK 74192-0001

Member FDIC

PRIMARY ACCOUNT



Statement Period:  
11-09-13 to 12-08-13

Direct Inquiries To:  
24-Hour ExpressBank  
405-272-2548

TRAVIS B HOLMAN  
M BROOKE HOLMAN  
1717 NW 184TH ST  
EDMOND OK 73012

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CHOICE CHECKING (cont.)

WITHDRAWALS

Date				Amount
12-06	COVENTRY HEALTH	8778499690	*****6725051	593.09
				593.09

PLAINTIFF'S  
EXHIBIT

3

Redacted

**Brooke Holman**

---

**From:** Nikki Green <nikki@ticokc.com>  
**Sent:** Tuesday, December 17, 2013 4:10 PM  
**To:** 'Brooke Work'  
**Subject:** FW: Holman -- Plan confirmation- need you to call me

Brooke-

Please see the below email exchange. I am working on this and will get you the info as soon as I receive it.

Nikki

-----Original Message-----

**From:** Harvey, Lynn [mailto:JLHarvey2@cvty.com]  
**Sent:** Tuesday, December 17, 2013 3:54 PM  
**To:** 'Nikki Green'  
**Subject:** RE: Holman -- Plan confirmation- need you to call me

Nikki,

I am spending 100% of my time working on this as we speak. As soon as its resolved I'll let you know!

Lynn Harvey

Account Executive, CoventryOne / Coventry Health Care  
3030 NW Expressway, Suite 625, OKC, OK 73112  
405-945-1222 - direct  
405-655-9515 - mobile  
405-945-1237 - fax

Website - [www.coventryone.com](http://www.coventryone.com)  
Broker Sales Support - (888)440-5277  
Billing/Enrollment/Renewals - (877)849-9690 New Apps Fax - (877)899-6447 New Apps Email -  
[cvtynewapps@healthplan.com](mailto:cvtynewapps@healthplan.com)

-----Original Message-----

**From:** Nikki Green [mailto:nikki@ticokc.com]  
**Sent:** Tuesday, December 17, 2013 3:57 PM  
**To:** Harvey, Lynn  
**Cc:** nikki@ticokc.com  
**Subject:** RE: Holman -- Plan confirmation- need you to call me

Lynn-

Her surgery is tomorrow and both she and the physician are attempting to verify. I need to get this resolved now, please.

Nikki



**Brooke Holman**

---

**From:** Nicole Green <nikki@ticokc.com>  
**Sent:** Wednesday, December 18, 2013 9:20 AM  
**To:** Brooke Work  
**Subject:** Coventry

Brooke-

I got confirmation that all has been fixed/processed on the new deductible plan.

Group # is: 4743613172

Travis is: 90670263201

You: are the same except 02 at the end.

I hope all goes well today. Sorry about this! Hugs!

Nikki

Sent from my iPhone





A division of BOKF, NA  
PO Box 2300  
Tulsa, OK 74192-0001

Member FDIC

PRIMARY ACCOUNT

Statement Period:  
01-09-14 to 02-08-14

Direct Inquiries To:  
24-Hour ExpressBank  
405-272-2548

TRAVIS B HOLMAN  
M BROOKE HOLMAN  
1717 NW 184TH ST  
EDMOND OK 73012

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## CHOICE CHECKING

ACCOUNT: . . .

Statement Period from 01-09-14 through 02-08-14

01-23 COVENTRY HEALTH 8778499690 \*\*\*\*\*8023179  
01-24 BOC PARTNERS LLC BAYBOLT \*\*\*\*\*8023179

593.09

PLAINTIFF'S  
EXHIBIT

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Redacted

**Brooke Holman**

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**From:** Nicole Green <nikki@ticokc.com>  
**Sent:** Thursday, March 13, 2014 11:08 AM  
**To:** Brooke Holman  
**Subject:** Re: Coventry issue

Brooke-

I saw a letter saying they had not received payment and gave the option for you to cancel back to 12/1. I sent an e mail in late December as a reminder to cancel the policy effective 1/1, if in fact, you replaced coverage through [healthcare.gov](http://healthcare.gov).

I can not obtain billing info. The best thing for you to do is to call customer service directly. Prior to calling them, I would verify with your bank that the Coventry payment for December was processed. I would also have on hand the documentation related to how you cancelled and replaced the coverage. I am in Dallas but will be back Monday.

Nikki

Sent from my iPhone

On Mar 13, 2014, at 9:47 AM, "Brooke Holman" <[Brooke@selfmoreylaw.com](mailto:Brooke@selfmoreylaw.com)> wrote:

Hey! Coventry is now saying that our coverage has been terminated as of 12/1/2013. Thrilling. Our coverage under the 1<sup>st</sup> policy should have terminated then, but the new policy should pickup 12/1/13 to 12/31/2013. Could you please confirm that we are in good standing for that month with the new coverage. I believe that they received the payment for the month of December. Anything that you can do to assist would be appreciated.

B

M. Brooke Holman

of Counsel

Self, Morey & Associates, PLLC

1224 Southwest 104th Street, Suite A  
Oklahoma City, OK 73139

405.378.2000 telephone  
405.378.2059 facsimile

[www.selfmoreylaw.com](http://www.selfmoreylaw.com)  
[www.womenchildrenlaw.com](http://www.womenchildrenlaw.com)





HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

**BANK OF OKLAHOMA**A division of BOKF, NA  
P.O. Box 2300, Tulsa, Oklahoma 74192

511539262

86-105/1031

Date **03/26/2014**Pay to the  
Order of **COVENTRYONE****\$1,268.00**

\*\*\*\$1,268 dollars 00 cents\*\*\*

**TRAVIS B HOLMAN**

Remitter

Drawer: BANK OF OKLAHOMA

Security  
Features  
Check on  
Back

Authorized Signature

Policy Number 216684 Coverage 12/01/2013 - 12/31/2013

⑈511539262⑈ ⑆03101055⑆ 209028626⑈

**PLAINTIFF'S  
EXHIBIT**

8



PO Box 31210, Tampa, FL 33631-3210  
877-849-9690

April 1, 2014

Travis B Holman  
1717 NW 184th St.  
Edmond, OK 73012

Re: **Reinstatement of Health Coverage**  
Former Case Number: 21G684

Dear Travis B Holman:

This letter is to inform you that we have received your request for reinstatement of your CoventryOne Health Care coverage. After careful review of your account, we are unable to grant your request for reinstatement.

The request was denied for the following reason(s):

- The reinstatement Request was not received in an acceptable time frame from when the draft/payment was returned.

Your health coverage with CoventryOne remains terminated effective **November 30, 2013**. We have applied your certified payment to the outstanding premium, and a refund will be issued for any remaining balance. However, if your account was paid in full, the original certified payment is enclosed.

If you wish to inquire further regarding the denial please contact the CoventryOne Member Services Department toll-free at 1-877-849-9690 or at the below address:

CoventryOne Member Services  
P.O. Box 31210  
Tampa, FL 33631-3210

Send inquiries to fax number 1-877-899-6447 or email to [cvtybillingandenrollment@healthplan.com](mailto:cvtybillingandenrollment@healthplan.com).

Sincerely,

CoventryOne Member Services

Coventry Health and Life Insurance Company

Reinstatement Denial  
21G684





A division of BOKF, NA  
 PO Box 2300  
 Tulsa, OK 74192-0001  
 Member FDIC

PRIMARY ACCOUNT



Statement Period:  
 12-09-13 to 01-08-14

Direct Inquiries To:  
 24-Hour ExpressBank  
 405-272-2548

TRAVIS B HOLMAN  
 M BROOKE HOLMAN  
 1717 NW 184TH ST  
 EDMOND OK 73012

www.bok.com

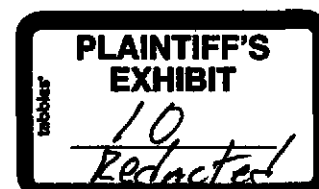
11 Images Provided Page 11 of 12

STATEMENT LEDGER PAGE

2/15/14

OVERDRAFT AND INSUFFICIENT FUND FEE SUMMARY

	Total For This Period	Total Year-to-Date	Total For Prior Year
Total Overdraft Fees	0.00	0.00	
Total Returned Item Fees	0.00	0.00	





Find A Doctor/Hospital Find Another Provider Find Prescription Tools

Welcome Back Melissa

Español

Home Need Help Messages Text Size Log Out

Member Info

Benefits

Claims

Personal Health Record

Wellness Tools

Home > Claims > Claims and Explanation of Benefits

## Claims and Explanation of Benefits

You can view your claims (Medical and Pharmacy) for the past three years here. Use the arrows in the table to change your view or to find a specific claim. You can also view claims for other family members. Please note: You can only view claims for persons who have given you access.

Sometimes the EOB is NOT available for 2-5 days after a claim is processed. In those cases, the claim will display in the list below but the "View" button will not be active.

For Medical claims, click on the view button to see the Explanation of Benefits (EOB), which describes the services performed, the doctor's fees and any cost you may owe. Visit the [Communications & Document Delivery Page](#) to learn how to get an email when you have a new EOB available.

Pharmacy Claims have no Explanation of Benefits available. A detailed list of all your prescriptions is available on the [Prescription Report Page](#).

Family List - Display Claims For:

[Family List Access](#)

BYERS



[Need Claims and EOB Help?](#)

Narrow Your Results (Click To Show Options)

[Print/Download Table](#)

Claims Summary List: Displaying records 1 through 42 of 42 records total, sorted by service start date (column 6) in descending order.  
To view claim detail, click on the Claim Number or click anywhere on the claim line.

Claim Number/ Rx Number	Status	Member	Provider	Specialty	Start Date	End Date	Billed	Paid	Member Owes	View EOB
	<a href="#">SELECT ALL</a>		<a href="#">SELECT ALL</a>	<a href="#">SELECT ALL</a>						
<a href="#">6403438654</a>	DENIED	BYERS HOLMAN, MELISSA B	AFFILIATED ANESTHESIOLOGISTS LLC	ANESTHESIOLOGIST	12/18/2013	12/18/2013	\$1,080.00	\$0.00	\$0.00	<a href="#">View</a>
<a href="#">39684210</a>	DENIED	BYERS HOLMAN, MELISSA B	THE PATHOLOGY GROUP PC	LABORATORY	12/18/2013	12/18/2013	\$145.00	\$0.00	\$0.00	<a href="#">View</a>
<a href="#">39684118</a>	DENIED	BYERS HOLMAN, MELISSA B	BUENDIA DO, JOSEPH	SURGERY, GENERAL	12/18/2013	12/18/2013	\$2,147.00	\$0.00	\$0.00	<a href="#">View</a>
<a href="#">39684106</a>	DENIED	BYERS HOLMAN, MELISSA B	MERCY HOSPITAL OKLAHOMA CITY	HOSPITAL FACILITY	12/18/2013	12/18/2013	\$9,455.43	\$0.00	\$0.00	<a href="#">View</a>
<a href="#">38865314</a>	DENIED	BYERS HOLMAN, MELISSA B	AFFILIATED ANESTHESIOLOGISTS LLC	ANESTHESIOLOGIST	12/18/2013	12/18/2013	\$1,080.00	\$0.00	\$0.00	<a href="#">View</a>



**FINAL NOTICE****Patient Name:** MELISSA BROOKE BYERS**Notice Date:** 03/28/2014**Account No:** AAL57717**Balance Due:** \$760.64**Reference No:** 60887

Our records indicate the above account may be sent to a collection agency if we do not receive immediate payment. This may adversely affect your ability to obtain credit.

If your insurance company has not processed this account for payment, it is possible that we may not have received your insurance information. If you feel this is the case or you have questions about your account, please call (855) 336-8271 and talk to one of our representatives.

We urge you to pay this account in full within ten (10) days. Your payment in full today can eliminate further collection activity.

If you believe this debt or any portion thereof is invalid, you must notify this office in writing within 10 days of receipt of this notice. Upon receipt of your written dispute, we will obtain verification of the debt or judgment. Otherwise, we assume this debt is valid and due as stated.

**FINAL NOTICE**

Make Checks Payable To:

AFFILIATED ANESTHESIOLOGISTS, LLC  
DEPT 96-0431  
AFFILIATED ANESTHESIOLOGISTS  
OKLAHOMA CITY, OK 73196-0431

To pay your bill online, <https://anesthesiabilling.ixt.com>

If payment has been forwarded or arrangements made, please disregard this notice with our thanks.

3553-CENTLTR-2094027-1660711267-P; 8655932-1-7; 34363553-1; 1

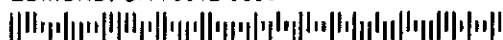
AFFILIATED ANESTHESIOLOGISTS, LLC  
DEPT 96-0431  
OKLAHOMA CITY, OK 73196-0431

Ph: (855) 336-8271

RETURN SERVICE REQUESTED



MELISSA BROOKE BYERS HOLMAN  
1717 NW 184TH ST  
EDMOND, OK 73012-0608



IF PAYING BY CREDIT CARD, PLEASE FILL OUT BELOW

VISA	MasterCard	Discover	Amex
STATEMENT DATE			
03/28/2014		PAY THIS AMOUNT	
		\$760.64	
ACCT #		AAL57717	

**DUE UPON RECEIPT**

SHOW AMOUNT \$  
PAID HERE

AFFILIATED ANESTHESIOLOGISTS, LLC  
DEPT 96-0431  
AFFILIATED ANESTHESIOLOGISTS  
OKLAHOMA CITY, OK 73196-0431



**PLAINTIFF'S  
EXHIBIT**

12



PO Box 505023  
St Louis, MO 63150-5023

Direct all inquiries to 1-877-249-2168  
Office Hours: 8:00 AM - 9:00 PM Monday - Thursday  
8:00 AM - 5:00 PM Friday

STATEMENT DATE: 01/19/15

PATIENT NAME: Melissa Brooke Byers Holman  
CREDITOR: Mercy Hospital Oklahoma City  
CLIENT ACCOUNT: 053133460682  
ACCOUNT NUMBER: 5934368  
ACCOUNT BALANCE: \$9,250.73

This is a formal demand for payment in full. Mercy Hospital Oklahoma City has assigned your account to this agency for non-payment of services. The amount outstanding is currently \$9,250.73.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment, if any, and mail you a copy of such verification or judgment. If you notify this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

When making payments, please include the Account Number on your check and enclose the payment stub for proper credit to your account. If you have any questions about your account or wish to resolve this account over the phone, please contact us at 1-877-249-2168 between the hours of 8:00 AM - 9:00 PM Monday - Thursday, 8:00 AM - 5:00 PM Friday.

This company is a debt collector that is attempting to collect a debt. Any information obtained will be used for that purpose.

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

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PO Box 505023  
St Louis, MO 63150-5023  
PERSONAL and CONFIDENTIAL

IF PAYING BY CREDIT CARD, FILL OUT BELOW		
CHECK CARD USING FOR PAYMENT		
<input type="checkbox"/> VISA	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Discover
CARD NUMBER	SIGNATURE CODE	
SIGNATURE	EXP. DATE	
STATEMENT DATE 01/19/15	PAY THIS AMOUNT \$9,250.73	ACCOUNT # 5934368
Direct all inquiries to 1-877-249-2168		
SHOW AMOUNT PAID HERE		

ADDRESSEE:

VALA/1095 391037503078 2433/000002424/000000010



Melissa Brooke Byers Holman  
1717 NW 184th St  
Edmond, OK 73012-0608



3844

REMIT TO:

Valarity, LLC  
PO Box 505023  
St Louis, MO 63150-5023



01095000005934368009250739

Dear MELISSA BROOKE BYERS HOLMAN,

Thank you for choosing Mercy Hospital Oklahoma City as your healthcare provider. Your insurance company has processed the claim for your visit on 12/18/2013. The total amount due shown below is now your responsibility. Please detach the bottom portion of this letter and enclose it with your payment. We would appreciate your payment within the next 10 days.

If you have questions or if we can help in any way, please call Patient Financial Services at the number listed below. When calling, please refer to patient number 53133460682.

▶ **ACCOUNT SUMMARY**

<b>Patient Name</b>	Melissa BROOKE Byers Holm
<b>Patient Account Number</b>	53133460682
<b>Service Date(s)</b>	12/18/2013 - 12/18/2013
<b>Visit Type</b>	Outpatient Services
<b>Total Charges</b>	\$9,455.43
<b>Additional Charges/Credits</b>	\$0.00
<b>Total Insurance Payment/Adjustment</b>	\$0.00
<b>Total Patient Payments</b>	-\$46.70
<b>Total Patient Adjustments</b>	\$0.00
<b>Patient Balance Due</b>	\$9,408.73

**Guarantor Corporate Number** 105655647

▶ **AVAILABLE PAYMENT OPTIONS**

You have several payment options:

1. **Mail Check or Money Order** (A fee of \$25 will be assessed for any returned check.)
2. **MasterCard, Discover, VISA or American Express**
3. **Call (855) 420-7900** for other payment arrangements or to discuss other means of financial assistance.
4. **Online payment available through MyMercy at: [www.Mercy.net](http://www.Mercy.net).**

▶ **INSURANCE INFORMATION**

**Primary**  
**Insurance Name** COVENTRY HEALTH CARE  
**Name of Insured** BYERS HOLMAN, MELISSA BROOKE  
**Policy Number**

**Secondary**  
**Insurance Name** None  
**Name of Insured**  
**Policy Number**

▶ **CONTACT US**

Please call our customer service department at (855) 420-7900 Monday through Friday 7:30 AM to 5:00 PM

▶ **ONLINE PAYMENT**

- View balance online 24/7
- Make payment online
- To enroll, go to MyMercy at [www.Mercy.net](http://www.Mercy.net).

37847\*S6H1BBDZW001547

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT. RETAIN THIS PORTION FOR YOUR RECORDS.



MERCY HOSPITAL OKLAHOMA CITY  
 PO BOX 2580  
 SPRINGFIELD, MO 65801

**RETURN SERVICE REQUESTED**

**PATIENT NAME:** Melissa BROOKE Byers Holman

☐ Please check box if address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

001366  
0101

MELISSA BROOKE BYERS HOLMAN  
 1717 NW 184TH STREET  
 EDMOND, OK 73012-0608

**PLAINTIFF'S  
 EXHIBIT**

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COMPLETE THIS PORTION OR CALL CUSTOMER SERVICE TO CHARGE BY PHONE

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STATEMENT DATE	PAY THIS AMOUNT	ACCT #
10/04/2014	\$9,408.73	53133460682

☐ PAYMENT ENCLOSED  
 MAKE CHECK PAYABLE TO  
 MERCY HOSPITAL OKLAHOMA CITY

SHOW AMOUNT  
 PAID HERE \$

MERCY HOSPITAL OKLAHOMA CITY  
 PO BOX 505017  
 ST. LOUIS, MO 63150-5017

05313346068200009408731

000003786-A

CREDIT SERV		\$60	12/04/2015
Credit Reporting Agency	TransUnion	EQUIFAX	Experian
Credit Report Period	12/04/2015	12/01/2015	
Account Number	1735**	1735**	
Condition	Derogatory	Derogatory	
Responsibility	Individual	Individual	
Current Balance	\$60	\$60	\$0
High Balance	\$761	\$761	\$0
Limit	\$0	\$0	\$0
Monthly Payment	\$0	\$0	\$0
Last Payment			
Status	Collection / Charge-Off	Collection / Charge-Off	Unknown
Original Creditor	MED1 02 AFFILIATED ANESTHESIOLOGISTS		
Loan Term			
Loan Type			
Opened	06/27/2014	06/01/2014	
Remarks	Placed for collection	Medical Subject has not satisfied debt	
RKMNANDRKMN		\$66	10/27/2015
Credit Reporting Agency	TransUnion	EQUIFAX	Experian
Credit Report Period	10/27/2015		
Account Number	18803**		
Condition	Derogatory		
Responsibility	Individual		
Current Balance	\$66	\$0	\$0
High Balance	\$270	\$0	\$0
Limit	\$0	\$0	\$0
Monthly Payment	\$0	\$0	\$0
Last Payment			
Status	Collection / Charge-Off	Unknown	Unknown
Original Creditor	MED1 02 MERCY HOSPITAL OKLAHOMA CITY		
Loan Term			
Loan Type			
Opened	08/05/2015		
Remarks	Placed for collection		

Public Records

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